

# TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT																																													
NATURE OF CONVEYANCE:	SECURITY INTEREST																																													
<b>CONVEYING PARTY DATA</b>																																														
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**TRADEMARK**  
**REEL: 003286 FRAME: 0355**

Serial Number:	76648441	PRESTAR
Serial Number:	76642493	PYRAMID
Serial Number:	76642495	QUIN-STAR
Serial Number:	76642496	SPUR
Serial Number:	76648440	TEBUSTAR
Serial Number:	76646869	TRIUMPH
Serial Number:	76642492	VINE STAR
Serial Number:	76642450	VISION

# **CORRESPONDENCE DATA**

Fax Number: (314)552-7000

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 314-552-6000

Email: ipdocket@thompsoncoburn.com

Correspondent Name: Caroline G. Chicoine

Address Line 1: One US Bank Plaza

Address Line 4: St. Louis, MISSOURI 63101

ATTORNEY DOCKET NUMBER:	299-90917
NAME OF SUBMITTER:	Caroline G. Chicoine
Signature:	/Caroline G. Chicoine/
Date:	04/10/2006

# **Total Attachments: 8**

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**AMENDMENT  
TO  
PATENT, TRADEMARK AND LICENSE  
SECURITY AGREEMENT**

This AMENDMENT TO PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT made as of March 31, 2006, by and between ALBAUGH, INC., an Iowa corporation ("Borrower"), and U.S. Bank National Association, a national banking association as agent (in such capacity, the "Agent") for the Lenders from time to time party to that certain Third Amended and Restated Loan Agreement dated as of the date hereof by and among Borrower, DAI Company Ltd., a Cayman exempt company organized under the laws of the Cayman Islands ("DAI"), the Lenders from time to time party thereto (collectively, the "Lenders"), and Agent, as the same may from time to time be amended, modified, extended, renewed or restated (the "Loan Agreement"; all capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Loan Agreement).

WITNESSETH:

WHEREAS, Borrower heretofore executed and delivered to Agent that certain Amended and Restated Patent, Trademark and License Security Agreement dated as of January 24, 2003 (the "Security Agreement"), encumbering Borrower's Patents, Trademarks and Licenses (each as defined in the Security Agreement) in order to secure the Secured Obligations (as defined in the Security Agreement); and

WHEREAS, the Security Agreement was recorded with the U.S. Patent and Trademark Office on February 5, 2003 at Reel/Frame 2607/0731; and

WHEREAS, Borrower has acquired additional trademarks and trademark applications (the "Additional Trademarks"); and

WHEREAS, as one of the preconditions to continued extension of credit to Borrower under the Loan Agreement, Borrower has agreed to amend the Security Agreement to specifically subject the Additional Trademarks to the lien of the Security Agreement as set forth herein;

NOW, THEREFORE, in consideration of the above premises and for other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

1. Schedules C and D to the Security Agreement hereby are amended to add and include the additional trademarks and trademark applications of Borrower listed on Schedules C and D attached to this Amendment, and Borrower hereby grants to the Agent for the ratable benefit of the Lenders a continuing security interest in and lien on all such additional trademarks and trademark applications and the goodwill of Borrower's business connected with the use of, and symbolized by, such additional trademarks and trademark applications. All references in the Security Agreement to the "Trademarks" are hereby amended and deemed to refer to the Trademarks as described in the Security Agreement and the additional trademarks and trademark applications described on Schedule C and D attached to this Amendment, as the same may be further amended, modified, or replaced from time to time.

2. The Security Agreement is and shall remain the binding obligation of Borrower, and all of the provisions, terms, stipulations, conditions, covenants and powers contained therein shall stand and

remain in full force and effect, except only as the same are herein and hereby specifically varied or amended, and the same are hereby ratified and confirmed.

3. Borrower hereby represents and warrants to Agent and Lenders that:

(a) The execution, delivery and performance by Borrower of this Amendment are within the corporate powers of Borrower, have been duly authorized by all necessary corporate action and require no action by or in respect of, or filing with, any governmental or regulatory body, agency or official. The execution, delivery and performance by Borrower of this Amendment do not conflict with, or result in a breach of the terms, conditions or provisions of, or constitute a default under or result in any violation of, and Borrower is not now in default under or in violation of, the terms of the Articles of Incorporation or Bylaws of Borrower, any applicable law, any rule, regulation, order, writ, judgment or decree of any court or governmental or regulatory agency or instrumentality, or any agreement or instrument to which Borrower is a party or by which it is bound or to which it is subject;

(b) This Amendment has been duly executed and delivered and constitutes the legal, valid and binding obligation of Borrower enforceable in accordance with its terms; and

(c) As of the date hereof, all of the covenants, representations and warranties of Borrower set forth in the Security Agreement are true and correct and no "Event of Default" (as defined therein) under or within the meaning of the Security Agreement has occurred and is continuing.

4. All references in the Security Agreement to "this Agreement" and any other references of similar import shall henceforth mean the Security Agreement as amended by this Amendment.

5. This Amendment shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Borrower may not assign, transfer or delegate any of its rights or obligations hereunder.

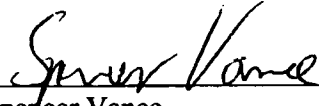
6. The validity and interpretation of this Amendment and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the internal laws of the State of Missouri, except to the extent preempted by federal law.

7. In the event of any inconsistency or conflict between this Amendment and the Security Agreement, the terms, provisions and conditions of this Amendment shall govern and control.

*Signature page follows.*

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Amended and Restated Patent, Trademark and License Security Agreement as of the date first written above.

ALBAUGH, INC.

By   
Name: Spencer Vance  
Title: President

U.S. BANK NATIONAL ASSOCIATION, as Agent

By \_\_\_\_\_  
Name: Kenneth D. Feaster  
Title: Senior Vice President

COUNTY OF WIK

9-20-08

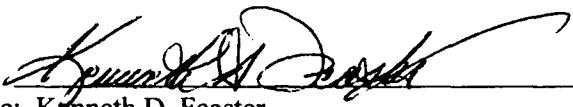


IN WITNESS WHEREOF, the parties hereto have executed this Amendment to Amended and Restated Patent, Trademark and License Security Agreement as of the date first written above.

ALBAUGH, INC.

By \_\_\_\_\_  
Name: Spencer Vance  
Title: President

U.S. BANK NATIONAL ASSOCIATION, as Agent

By  \_\_\_\_\_  
Name: Kenneth D. Feaster  
Title: Senior Vice President

STATE OF MISSOURI

)

)

CITY OF ST. LOUIS

)

On this 31<sup>ST</sup> day of March, 2006, before me appeared Kenneth D. Feaster, to me personally known, who, being by me duly sworn, did say that he is a Senior Vice President of U.S. Bank National Association, a national banking association, and that said instrument was signed on behalf of said association, by authority of its Board of Directors; and said Kenneth D. Feaster acknowledged said instrument to be the free act and deed of said association.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

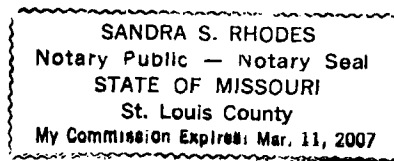
(Seal)

*Sandra S. Rhodes*

Notary Public

My Commission Expires:

3/11/07





SCHEDULE C

United States Trademarks

<u>Registered Mark ®</u>	<u>Reg. Date</u>	<u>Serial #</u>	<u>Reg#</u>
AGRI STAR®	07-15-2003	75811664	2737152
AQUA STAR®	06-11-2002	76040753	2579851
BROX®	09-25-2001	75738497	2493269
BUTYRAC®	02-26-1963	72142673	0745634
COSTARR®	05-25-2004	78183343	2846716
DICAMBAZINE®	08-01-2000	75738496	2372624
FALLOW STAR®	05-28-2002	76040757	2574381
FIVE STAR®	06-05-2001	75814617	2458523
FOREST STAR®	05-28-2002	76040755	2574380
GLY STAR®	09-28-2004	76040750	2889470
GLY-STAR PLUS®	08-12-2003	76040751	2750792
LANDMASTER®	11-06-1984	73453140	1303435
MICROSPERSE®	08-24-1999	75398470	2271606
MILO-PRO	04-25-2000	75542453	2344667
NU-COP®	11-16-1999	75564289	2292697
ORCHARD STAR®	11-09-2004	78187571	2901517
OUTLAW	06-29-2004	78183346	2858911
RANGE STAR®	08-07-2001	75811749	2476540
TRANS-STAR®	12-30-2003	78130465	2800247
WEED-HOE®	12-03-1985	73532018	1373370

SCHEDULE D

United States Trademark Applications and Common Law\* Marks

<u>Applied for Mark</u> <sup>TM</sup>	<u>Filing Date</u>	<u>Serial Number</u>
BUSHWHACKER <sup>TM</sup>	07-11-2005	76642494
COMANDO <sup>TM</sup>	11-18-2005	76650642
FALCON <sup>TM</sup>	07-11-2005	76642491
GUNSLINGER <sup>TM</sup>	10-20-2005	76648846
HI BIO <sup>TM</sup>	10-06-2005	76648045
HIGH BIO <sup>TM</sup>	10-06-2005	76648046
IMPULSE <sup>TM</sup>	02-09-2006	78811484
MACHO <sup>TM</sup>	07-19-2005	76643089
MEPSTAR <sup>TM</sup>	03-28-2003	78231160
PRESTAR <sup>TM</sup>	10-13-2005	76648441
PYRAMID <sup>TM</sup>	07-11-2005	76642493
QUIN-STAR <sup>TM</sup>	07-11-2005	76642495
RANGE MASTER <sup>TM</sup>	11-08-2002	78183347
SPUR <sup>TM</sup>	07-11-2005	76642496
TEBUSTAR <sup>TM</sup>	10-13-2005	76648440
THUNDER MASTER <sup>TM</sup>	11-21-2002	78187577
TRIUMPH <sup>TM</sup>	09-15-2005	76646869
VINE STAR <sup>TM</sup>	07-11-2005	76642492
VISION <sup>TM</sup>	07-11-2005	76642450